

**BOULT  
CUMMINGS  
CONNERS  
& BERRY**  
PLC

LAW OFFICES  
414 UNION STREET, SUITE 1600  
POST OFFICE BOX 198062  
NASHVILLE, TENNESSEE 37219

April A. Ingram  
(615) 252-2302  
Fax: (615) 252-6302  
Email: aingram@bccb.com

100 MAR 3 00 11 56

TELEPHONE (615) 244-2582  
FACSIMILE (615) 252-2380  
INTERNET WEB <http://www.bccb.com/>

March 3, 2000

**VIA HAND DELIVERY**

David Waddell  
Executive Director  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: Application of PurePacket Communications of the South, Inc. for a  
Certificate of Convenience and Necessity to Provide Facilities-Based and  
Resold Local Exchange and Intrastate Interexchange Telecommunications  
Services Within Tennessee

Docket No.

00-00/69

Dear Mr. Waddell:

PurePacket Communications of the South, Inc. ("PurePacket" or "Applicant") hereby submits the enclosed Application, seeking authority to operate as a provider of facilities-based and resold local exchange and intrastate interexchange service within the state of Tennessee. An original and thirteen (13) copies are provided. Filed under separate cover is Exhibit "B" to the Application, which contains proprietary information. Because this information is highly confidential and proprietary, PurePacket requests that the Tennessee Regulatory Authority not disclose this financial information to the public or to any of PurePacket's competitors.

Also enclosed is a check in the amount of \$25.00 for filing fees. Notice of this filing has been served on interested parties.

Please date-stamp one copy and return it to the undersigned in the postage-paid envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 252-2302.

March 3, 2000  
Page 2

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

A handwritten signature in black ink, appearing to read "April A. Ingram", written in a cursive style.

By:  
April A. Ingram

AAI/

cc: Anne E. Franklin, Esq.

RECEIVED  
MAR 3 11 56  
EXECUTIVE SECRETARY

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

In the Matter of:

Application of PurePacket  
Communications of the South, Inc.  
for a Certificate To Provide Facilities-  
Based and Resold Competing Local  
Telecommunications  
Services and Intrastate, Interexchange  
Telecommunications Services

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Docket No.

00-00169

**Application of PurePacket Communications of the South, Inc.**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), PurePacket Communications of the South, Inc. ("Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Applicant authority to provide competing facilities-based and resold local telecommunications services, exchange access telecommunications services and intrastate, interexchange telecommunications services within the State of Tennessee. Applicant is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services, exchange access telecommunications services and intrastate, interexchange telecommunications services.

*In support of its Application, Applicant submits the following:*

1. **Name, Address and Telephone Number.** Applicant's name, address and telephone number are as follows:

PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

**Questions regarding this application should be directed to:**

Henry M. Walker, Esq. or April Ingram, Esq.  
Boult, Cummings, Conners & Berry, PLC  
414 Union Street, Suite 1600  
Nashville, Tennessee 37219  
615-244-2582 (tel)  
615-252-6380 (fax)

and

Anne E. Franklin, Esq.  
Arnall Golden & Gregory, LLP  
1201 West Peachtree Street, Suite 2800  
Atlanta, Georgia 30309  
404-873-8500 (tel)  
404-873-8501 (fax)

**Contact name and address at the Company are:**

Thomas Buttermore, Chief Executive Officer  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

**2. Names and Addresses of all Officers and Directors in Tennessee.**

Applicant's officers and directors are as follows:

Thomas Buttermore, Chief Executive Officer  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

Ed Pimentel, Chief Technology Officer  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

Richard Batelaan, P.E., Vice President of Operations  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

Mo Nikain, P.E., Vice President of Software Development  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

Applicant does not presently maintain offices within the State of Tennessee. At such time as Applicant does establish an office in Tennessee, it will immediately notify the TRA.

### **3. Corporate Information**

Applicant is a Delaware corporation, and wholly-owned subsidiary of PurePacket Communications, Inc., a Delaware corporation ("Parent"). Attached hereto at Exhibit "A" are copies of Applicant's certificate of incorporation in the State of Delaware, Articles of Incorporation and Application for Authority to transact business in the State of Tennessee. Exhibit "A" also includes a chart depicting the corporate organization.

### **4. Repair and Maintenance Information.**

Applicant understands the importance of effective customer service for all of its telecommunications services customers. When Applicant begins offering service within the State of Tennessee, Customers having inquiries or complaints will be able to reach Applicant for customer service by dialing a toll-free number. This number will be staffed 24 hours a day, 7 days a week. Applicant will follow through with the customer and any underlying carriers until the problem is resolved.

**5. Status of Applicant in Other States.** Applicant, or Applicant's affiliates, have filed, or intends to file applications for authority to provide facilities-based and resold competitive local exchange services and facilities-based and resold intrastate, interexchange telecommunications services within the States of Arizona, California, Colorado, Connecticut, Florida, Georgia, Indiana, Kansas, Louisiana, Minnesota, Missouri, North Carolina, Nevada, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Virginia and Wisconsin. Applicant has never been denied any requested authority to operate in any jurisdiction.

**6. Financial, Managerial and Technical Ability.** Applicant possesses the necessary financial, managerial and technical capability to provide local exchange, exchange access and interexchange telecommunications services in the State of Tennessee.

6.a. Financial Capability. Applicant possesses the financial resources necessary to provide reliable telecommunications services. Attached hereto at Exhibit "B" is Applicant's Statement of Assets, Liabilities and Equity, dated December 8, 1999. Also attached at Exhibit "B" is a letter from Parent, signed by an officer, verifying Parent's commitment to provide the financial resources to support Applicant's Tennessee operations. None of the amounts on the financial statements contained in Exhibit "B" are related to reciprocal compensation for terminating ISP traffic. Applicant's financial resources are sufficient to allow Applicant to succeed in a rapidly changing telecommunications market and to meet consumer demands for innovative telecommunications services.

6.b. Managerial and Technical Capability. Applicant is guided by an experienced and highly able management team that includes individuals who have distinguished themselves over the past decade in executive positions within the

telecommunications and technology industry. The senior management team possesses extensive business, technical, operational and regulatory telecommunications experience. Attached hereto at Exhibit "C" are descriptions of the managerial and technical qualifications of Applicant's key officers. Applicant's key officers have very strong backgrounds in the successful provision of telecommunications and technology services.

7. **Tariff.** Applicant's proposed tariff, describing the services Applicant proposes to offer, is attached hereto at Exhibit "D".

8. **Proposed Service Areas.** Applicant intends to provide telecommunications services throughout the State of Tennessee in areas currently served by the incumbent local exchange carriers, and which are designated open to competition.

9. **Services Proposed to Be Provided.** Applicant proposes to offer facilities-based and resold high-speed telecommunications services to its customers throughout the State of Tennessee. Applicant intends to provide digital connections at a variety of speeds between customer-designated premises and the Applicant's network. The Applicant's services may be provided using a variety of digital transmission technologies, using the Applicant's own services and equipment and/or the facilities of others. Service shall be provided on a 24 hour per day, 7 day per week basis. Applicant intends to purchase unbundled network elements, including copper loops, and to collocate equipment in the incumbent local exchange carrier's central offices, another carrier's central offices or its own locations. Currently, Applicant does not own, operate or control, directly or indirectly, transmission facilities with the technological capability to

provide telecommunications services within the State of Tennessee. Applicant will construct its own facilities to provide facilities-based telecommunications services. To the extent Applicant provides basic local exchange telephone services, Applicant will offer all services required under Chapter 1220-4-8-.04(3)(b) and (c). Customers will not be required to purchase telephone CPE which could not be used with ILEC systems, should the customer decide to go back to the ILEC. Applicant's services are more fully described in Applicant's proposed tariff, attached hereto at Exhibit "D".

**10. Small and Minority-Owned Business Participation Plan.** Pursuant to TCA § 65-5-212, Applicant files at Exhibit "E" its proposed Small and Minority-Owned Business Participation Plan.

**11. Toll Dialing Parity Plan.** Applicant's proposed Toll Dialing Parity Plan is attached hereto at Exhibit "F".

**12. Notarized Prefiled Testimony.** Applicant's verified prefiled testimony describing the services to be provided, the Applicant's technical, managerial and financial abilities to provide the services is attached hereto at Exhibit "G".

**13. Rural Telcos and Telephone Cooperatives.** Unless otherwise permitted by federal or state law, Applicant does not plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines, except for those that have voluntarily entered into an agreement with a competing telecommunications service provider or that have applied to provide telecommunications services in an area outside its service area.



existing as of June 6, 1995. Applicant also does not plan to provide such services in any area served by a telephone cooperative unless otherwise permitted by applicable federal or state law. Applicant reserves the right to expand its services into these areas should any rulings of the TRA or any court or administrative agency allow the provision of service in such areas.

**14. Compliance with All Applicable Laws and Regulations.** Applicant agrees to abide by all laws, rules and regulations applicable to telecommunications services providers within the State of Tennessee. Applicant respectfully submits that approval of this Application will benefit the people of the State of Tennessee by providing more alternatives for providers of competitive local exchange services, exchange access services, interexchange services and other telecommunications services.

WHEREFORE, Applicant respectfully requests approval of this Application for a Certificate to Provide Competing Local Telecommunications Services, Exchange Access Service, Intrastate Interexchange Service and all Other Forms of Telecommunications Services over which the TRA has Jurisdiction Within the State of Tennessee.

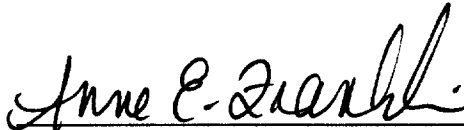
Respectfully submitted this 3<sup>rd</sup> day of March, 2000.

PurePacket Communications of the South, Inc.



Henry M. Walker, Esq.  
Boult, Cummings, Conners & Berry, PLC  
414 Union Street, Suite 1600  
Nashville, Tennessee 37219

and



Anne E. Franklin  
Arnall Golden & Gregory, LLP  
2800 One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309

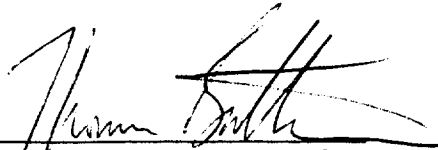
Attorneys for PurePacket Communications of  
South, Inc.

## VERIFICATION

State of Georgia

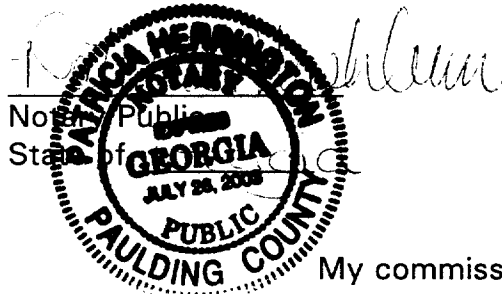
County of Fulton

Thomas Buttermore, being first duly sworn, deposes and says: That he is Chief Executive Officer of PurePacket Communications of the South, Inc. the applicant in the above proceeding, that he has read the foregoing application, and knows the contents thereof; and that he is authorized by PurePacket Communications of the South, Inc. to verify that the contents of the application are true.



Thomas Buttermore, Chief Executive Officer  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346

Subscribed and sworn to before me this  
21st day of Feb, 2000



My commission expires: 7/26/2003

## **NOTICE OF FILING**

PurePacket Communications of the South, Inc. has filed an Application with the Tennessee Regulatory Authority for a Certificate of Convenience and Necessity as a Competing Telecommunications Service Provider. The undersigned hereby certifies that a copy of this notice and a copy of the Application has been served on the following persons via U.S. Mail this 3rd day of March, 2000:

Guy M. Hicks  
BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

T. G. Pappas, Esq.  
Bass, Berry & Sims  
2700 First American Center  
313 Deaderick Street  
Nashville, Tennessee 37238-2700

James B. Wright, Esq.  
United Telephone-Southeast, Inc.  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900

Ardmore Telephone Company, Inc.  
Terry Wales, General Manager  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

Century Telephone of Adamsville  
David Dickey, Division Manager  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

Century Telephone of Claiborne  
Don Ray Fannon, Division Manager  
P.O. Box 100  
57 Main Street  
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.  
Terry Crutchfield, Division Manager  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

Citizens Telephone Company of Tennessee  
Citizens Telecommunications Company of the Volunteer State  
Mike Swatts, State Regulatory Director, South  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

TDS Telecom-Tellico Telephone Company, Inc.  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

Loretto Telephone Company, Inc.  
Louise Brown, President  
P.O. Box 130  
Loretto, TN 38469

Millington Telephone Company, Inc.  
W. S. Howard, President  
4880 Navy Road  
Millington, TN 38053

Sprint-United  
Steve Parrott  
Director-Regulatory Affairs  
112 Sixth Street  
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.  
Jerry R. Parkerson, Manager  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company  
Bernard R. Arnold, Manager  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552

TDS Telecom-Tennessee Telephone Company  
P.O. Box 18139  
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034

TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034


  
\_\_\_\_\_  
April A. Ingram

EXHIBIT A

CERTIFICATE OF INCORPORATION  
ARTICLES OF INCORPORATION  
AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TENNESSEE

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1


I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3173548 8100

001065471

  
\_\_\_\_\_  
Edward J. Freel, Secretary of State

0247881

AUTHENTICATION:

02-09-00

DATE:



## CERTIFICATE OF INCORPORATION

OF

### PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.

The undersigned, being a natural person of the age of at least 18 years and acting as the incorporator to organize a corporation (the "Corporation") under the provisions of the Delaware General Corporation Law, does hereby adopt and sign the following Certificate of Incorporation:

**FIRST:** The name of the Corporation is:

PurePacket Communications of the South, Inc.

**SECOND:** The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 1000 shares of common stock, \$.01 par value per share ("Common Stock") with the rights and preferences set forth below.

#### A. COMMON STOCK

**Section 1. Voting Rights.** The holders of Common Stock shall be entitled to one vote for each share held with respect to all matters voted on by the shareholders of the Corporation.

**Section 2. Dividends.** Dividends may be paid on the Common Stock out of funds legally available therefor if, as and when declared by the Board of Directors.

**FIFTH:** In furtherance of and not in limitation of powers conferred by statute, it is further provided that:

(a) Subject to the limitations and exceptions, if any, contained in the by-laws of the Corporation, such by-laws may be adopted, amended or repealed by the board of directors of the Corporation; and

(b) Elections of directors need not be by written ballot unless, and only to the extent, otherwise provided in the by-laws of the Corporation; and

(c) Subject to any applicable requirements of law, the books of the Corporation may be kept inside or outside the State of Delaware at such location or locations as may be designated by the Board of Directors of the Corporation or in the by-laws of the Corporation; and

(d) Except as provided to the contrary in the provisions establishing a class of stock, the number of authorized shares of such class may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, voting as a single class.

**SIXTH:** The Corporation shall indemnify each person who at any time is, or shall have been, a director or officer of the Corporation and was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding, to the maximum extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such director or officer may be entitled, under any by-law, agreement, vote of directors or stockholders or otherwise. No amendment to or repeal of the provisions of this Article SIXTH shall deprive a director or officer of the benefit hereof with respect to any act or failure to act occurring prior to such amendment or repeal.

**SEVENTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

**EIGHTH:** No director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages arising out of such director's breach of fiduciary duty as a director of the Corporation, except to the extent that the elimination or limitation of such liability is not permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended. No amendment to or repeal of the provisions of this

Article EIGHTH shall deprive any director of the Corporation of the benefit hereof with respect to any act or failure to act of such director occurring prior to such amendment or repeal.

NINTH: The name and address of the incorporator is Rebecca C. Stone, Esq., 1201 West Peachtree Street, Suite 2800, Atlanta, Georgia 30309-3450.

TENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the General Corporation Law of the State of Delaware and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by  
Rebecca C. Stone, Incorporator, this 8th day of February, 2000.

**PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.**

By: Rebecca C. Stone  
Rebecca C. Stone, Esq., Incorporator

## APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

PurePacket Communications of the South, Inc.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is PurePacket Communications of the South, Inc.

If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is February 9, 2000 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is \_\_\_\_\_

47 Perimeter Center East, Ste. 550, Atlanta, Georgia 30346

Street	City	State/Country	Zip Code
<u>47 Perimeter Center East, Ste. 550</u>	<u>Atlanta</u>	<u>Georgia</u>	<u>30346</u>

5. The complete street address (including the county and the zip code) of its registered office in this state is \_\_\_\_\_

c/o C T Corporation System, 530 Gay Street, Knoxville, Tennessee, County of Knox

Street	City/State	County	Zip Code
<u>530 Gay Street</u>	<u>Knoxville, Tennessee</u>	<u>County of Knox</u>	<u>37902</u>

The name of its registered agent at that office is \_\_\_\_\_

C T Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

See attached list of officers

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

See attached list of directors

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

N/A, 19\_\_\_\_ (date), \_\_\_\_\_ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

Signature Date \_\_\_\_\_

President

Signer's Capacity \_\_\_\_\_

PurePacket Communications of the South, Inc.

Name of Corporation \_\_\_\_\_

Signature \_\_\_\_\_

Thomas Buttermore

Name (typed or printed) \_\_\_\_\_



SS-4431 (Rev. 7/93)

(TENN. - 1452 - 11/14/95)

RDA 1678

# Corporate Organization

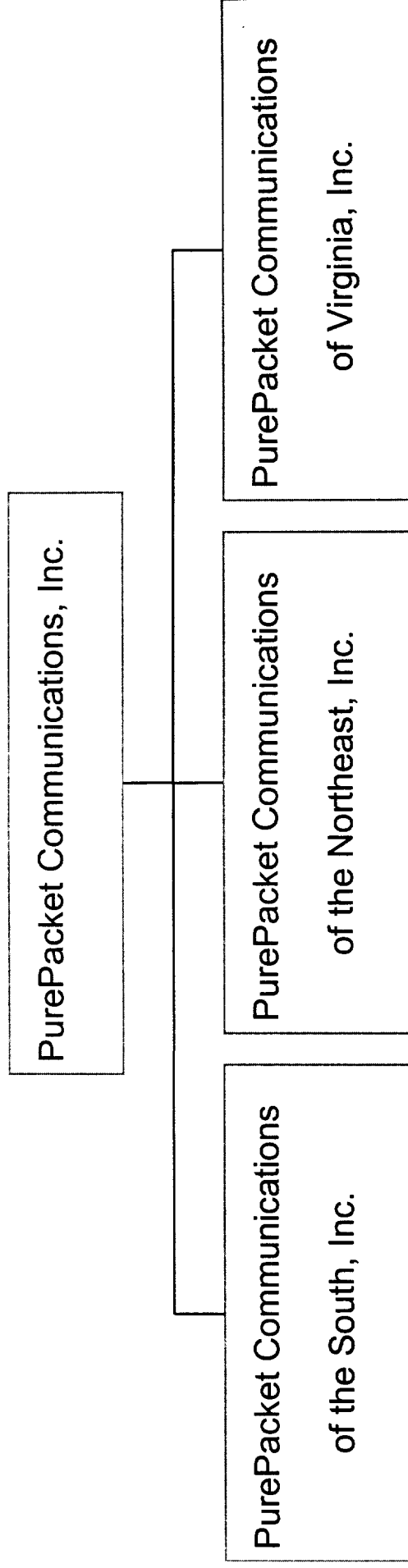


EXHIBIT B  
FINANCIAL CAPABILITY

**This Exhibit contains confidential and proprietary information and is being filed under separate cover pursuant to TRA Rule 1220-1-1-.03(8).**

EXHIBIT C

TECHNICAL AND MANAGERIAL CAPABILITY



## **Technical and Managerial Capability**

### **Thomas Buttermore, Chief Executive Officer and President**

Thomas Buttermore is currently the Chief Executive Officer and President of the Applicant. He is responsible for the overall direction and management of the Applicant. Prior to founding PurePacket Communications, Inc., Mr. Buttermore was the Executive Director of High Speed Data for MediaOne in Atlanta, Georgia from May, 1997 until November, 1999. At MediaOne, he was responsible the commercial services strategy and tactics, as well, as the marketing, sales, operations, engineering, support and local content strategy and operations for the MediaOne Express residential and small business highspeed cable modem products and circuit switched IP and Frame Relay data networking products. Prior to joining MediaOne, Mr. Buttermore was a Director at BellSouth Interactive Media Services and BellSouth.net responsible for application and product development of various BellSouth products, including web hosting and cable modem services. Prior to joining BellSouth, Mr. Buttermore served in leadership roles in various technology companies. He received a Masters of Business Administration from Georgia State University in 1998.

### **Ed Pimentel, Chief Technology Officer**

Ed Pimentel is currently the Chief Technology Officer of the Applicant. He is responsible for the design and deployment of the Applicant's advanced data and voice network, including the network operations center. Prior to founding the Applicant, Mr. Pimentel was responsible for the management of information technology, high speed data and internet engineering, research and development, convergent billing, and competitive local exchange carrier interconnection for MediaOne from 1994 until November, 1999. Additionally, he planned and engineered a web-based call center for MediaOne. Prior to joining MediaOne, Mr. Pimentel held technical leadership positions with BellSouth and US West designing and deploying network technology and large scale data centers.

### **Gregory Kraigher, Chief Financial Officer**

Greg Kraigher joins PurePacket as Chief Financial Officer, and is responsible for all accounting, including planning, financial analysis and reporting, and other financial needs for the company. A seasoned player in the sales and finance world with close to thirty years of experience, Mr. Kraigher most recently served as director of financial planning and analysis at MediaOne. There, he oversaw financial management for the Atlanta region, including planning, reporting and analysis for the cable, high speed data and telephony services, a combined portfolio valued at \$290 million.

Preceding MediaOne, Mr. Kraigher served at MCI Telecommunications for 10 years in various sales and financial leadership positions. In a previous position as senior manager for revenue reporting and analysis, Mr. Kraigher identified a \$1.5 million churn problem

in the small-business division, leading to a timely change in customer targeting strategies for the sales department. As senior manager for accounting, planning and business analysis, he created a tracking system that reported sales performance with a 98 percent degree of accuracy. Many of his new business collaborations with the sales department led to key MCI client wins, including McDonnell Douglas, American Airlines and JC Penney. For his accomplishments, he was awarded the President's Circle of Excellence in 1990. Mr. Kraigher also served with United Technologies and Trans World Airlines prior to joining MCI.

Mr. Kraigher holds a bachelor's and master's degree in business administration from Southern Illinois University.

#### **Richard Batelaan, P.E., Vice President of Operations**

Richard Batelaan is currently the Chief Operations Officer of the Applicant. He is responsible for operations and customer care for the applicant. Prior to joining the Applicant in December, 1999, Mr. Batelaan was Vice President of Operations at BellSouth.net, where he was responsible for all operating units, including engineering, network operations, systems operations, customer operation and service planning for the delivery of BellSouth.net's internet services. Mr. Batelaan held various technical leadership positions at BellSouth since June, 1987. He received a Masters of Science - Information Networking from Carnegie-Mellon University in December, 1992.

#### **Mo Nikain, P.E., Vice President of Software Development**

Mo Nikain is currently the Chief Information Officer of the Applicant. He is responsible for product development and systems integration for the applicant. Prior to joining the Applicant in December, 1999, Mr. Nikain was Director of Operations Development at BellSouth. Mr. Nikain was responsible for operational support systems development and strategy. Prior to joining BellSouth, Mr. Nikain was Vice President of Research and Development for ISP Alliance in Atlanta, Georgia, where he was responsible for the development of online registration software and implementation of a real-time billing engine. Prior to joining ISP Alliance, Mr. Nikain held technical leadership positions at Objective Systems Integrators and BellSouth Science and Technology. Mr. Nikain received a Masters of Science - Electrical Engineering from Georgia Institute of Technology in December, 1989.

EXHIBIT D  
PROPOSED TARIFF

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TITLE PAGE

Local Exchange and Intrastate Interexchange Facilities-Based and Resold Telecommunications Services

This Tariff applies to the Intrastate Interexchange and Local Exchange Facilities-Based and Resold Telecommunications Services furnished by PurePacket Communications of the South, Inc. between one or more points in the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at PurePacket Communications of the South Inc.'s principal place of business.

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PurePacket Communications of the South, Inc.  
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CHECKLIST

The pages of this Tariff are effective as of the date shown at the bottom of the respective page(s) Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
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SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence – There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.  
2.1.1.  
2.1.1.1.1.  
2.1.1.1.1.(A).

D. Check List – When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list set forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). there will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement from a local exchange telephone company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

Authorization Code: A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with authorization code.

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Bit: The smallest unit of information in the binary system of notation.

Commission: The Tennessee Regulatory Authority, the regulating entity within the State of Tennessee.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to PurePacket's services.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

End-User Premises: A location designated by the Customer for the purposes of connecting to PurePacket's services.

High Speed Digital Connection Service: Any data service offered by PurePacket herein or any combination of such services.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at PurePacket's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC: Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by PurePacket, e.g., BellSouth Telecommunications, Inc.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Month-to-Month: Services ordered by the Customer and provided by PurePacket with no agreed fixed term of months.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for PurePacket services executed by the Customer and PurePacket in the format devised by PurePacket. The signing of a Service Order Form by the Customer and acceptance by PurePacket initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement: An agreement between PurePacket and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a PurePacket location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by PurePacket and Customer for each circuit.

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**SECTION 2 RULES AND REGULATIONS****2.1 Application of Tariff**

- 2.1.1. This tariff sets forth intrastate rates and rules applicable to the provision by PurePacket, Inc. ("PurePacket") of facilities-based intrastate, interexchange and local exchange, voice and high speed data transmission services and resold intrastate, interexchange and local exchange, voice and high speed data transmission services within the State of Tennessee. PurePacket's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3. Some of PurePacket's services are provided through PurePacket's own facilities, as well as those leased from the incumbent local exchange carrier.
- 2.1.4. The rates and regulations contained in this Tariff apply only to the services furnished by PurePacket and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of PurePacket.
- 2.1.5. The Customer is entitled to limit the use of PurePacket's services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of PurePacket.

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2.2 Use of Services

- 2.2.1. PurePacket's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of PurePacket's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3. PurePacket's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. PurePacket does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by PurePacket.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by PurePacket may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to PurePacket. PurePacket shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

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2.4. Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by PurePacket, and the Customer may not transfer or assign the use of service without the express prior written consent of PurePacket. Such transfer or assignment shall only apply where there is no Interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between PurePacket and the Customer shall apply to all such permitted transferees or assignees.

2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.12. The terms and conditions for each contract offering are subject to the agreement of both the Customer and PurePacket. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

2.6. Deposits

- 2.6.1. PurePacket may, in order to safeguard its interests, require a customer which has a proven history of late payments to PurePacket or who does not have established credit or who has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by PurePacket as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to PurePacket.
- 2.6.2. A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with PurePacket's requirement as to the prompt payment of bills.

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## 2.6 Deposits (Cont'd)

- 2.6.3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the customer.
- 2.6.4. In case of a cash deposit, for the period the deposit is held by PurePacket, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by PurePacket to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by PurePacket. Deposits held will accrue interest at the rate of seven percent (7%) per annum if the Commission has not specified a rate.
- 2.6.5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

## 2.7. Notices

Any notice PurePacket may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give PurePacket shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to PurePacket at the address provided in the most recently revised tariff pages.

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2.8. Billing and Payment

- 2.8.1. PurePacket shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) via electronic transmission. PurePacket shall bill for all services provided during the designated billing period. PurePacket will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. PurePacket shall bill for all services rendered within 180 days of the dates during which service is used.
- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by PurePacket after the payment due date, or if any portion of the payment is received by PurePacket in funds which are not immediately available to PurePacket, then a late payment penalty shall be due PurePacket. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to PurePacket.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by PurePacket. Such taxes shall be separately stated on the Customer's invoice.

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**2.9 Disputed Bills**

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by PurePacket, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to PurePacket within 60 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with PurePacket, then the customer may file a complaint with the Tennessee Regulatory Authority at 460 James Robertson Parkway, Nashville, Tennessee 37243.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.10 Discontinuance and Restoration of Service**

- 2.10.1. PurePacket may discontinue service without notice for any of the following reasons:
- 2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over PurePacket's network in such a manner as to cause a hazard or to interfere with PurePacket's service to others.
- 2.10.1.2. If a Customer or User uses PurePacket's services in a manner to violate the law.
- 2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur thirty days after invoice due date, with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, PurePacket may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after one attempt at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits PurePacket from furnishing such service.
- 2.10.5. For PurePacket to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for PurePacket to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: PurePacket may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.10.7. Upon PurePacket's discontinuance of service to the Customer as provided herein, PurePacket, in addition to all other remedies that may be available to PurePacket at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.10 Discontinuance and Restoration of Service (cont'd)

- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at PurePacket's sole and exclusive discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at PurePacket's sole and exclusive discretion. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, PurePacket may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and PurePacket's equipment and facilities and may continue such Interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10. Service may be discontinued by PurePacket, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when PurePacket deems it necessary to take such action to prevent unlawful use of its service. PurePacket will restore service as soon as it can be provided without any undue risk, and will, upon request by the Customer affected, assist in a new Authorization Code to replace the one that has been deactivated.

2.11. Information to be Provided to the Public

- 2.11.1. PurePacket will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding PurePacket's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at PurePacket's local business address.

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## 2.12. Term Agreements

2.12.1. PurePacket offers Term Agreements wherein the Customer agrees to retain specified volumes of PurePacket services for a mutually agreed upon length of time. A termination liability charge equal to all future monthly and other charges which would have been payable by the Customer under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer applies to early termination of a Term Agreement.

## 2.13. Service Connections and Equipment on Customer's Premises

2.13.1. The Customer or Authorized User shall allow PurePacket continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by PurePacket to be appropriate to the provision and maintenance of services and equipment relating to this tariff.

2.13.2. PurePacket does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.13.3. PurePacket undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by PurePacket, except upon the consent of PurePacket.

2.13.4. Title to all components of the service provided by PurePacket, including equipment on Customer's Premise or End-User's Premise, shall remain with PurePacket, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.

2.13.5. Equipment PurePacket provides or installs at the Customer's premises for use in connection with the services PurePacket offers shall not be used for any purpose other than that for which PurePacket provided it.

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**2.13. Service Connections and Equipment on Customer's Premises (cont'd)**

- 2.13.6. PurePacket shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as PurePacket determines is necessary for proper operation in connection with PurePacket's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of PurePacket shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility PurePacket shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by PurePacket's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.13.8. PurePacket is responsible for operating PurePacket-provided equipment. In the event that Customer attempts to operate any PurePacket-provided equipment, other than as authorized by PurePacket, without first obtaining PurePacket's approval, in addition to any other remedies of PurePacket for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay PurePacket for any damage to the PurePacket-provided equipment caused or related to the Customer's improper operation of the PurePacket-provided equipment upon receipt by the Customer of a PurePacket invoice therefor. In no event shall PurePacket be liable to the Customer or any other person for Interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of PurePacket-provided equipment.
- 2.13.9. The Customer agrees to allow PurePacket to remove all PurePacket-provided equipment from Customer's premises:
- 2.13.9.1. upon termination, Interruption or suspension of the service in connection with which the equipment was used; and

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

2.13.9.2. for repair, replacement or otherwise as PurePacket may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear excepted. The Customer shall reimburse PurePacket for any loss, cost, or damage beyond normal wear and tear. PurePacket shall have the right to obtain such reimbursement from the Customer deposit, if any.

2.13.10. The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to PurePacket's services and equipment is compatible with such PurePacket services and equipment. The magnitude and character of the voltages and currents impressed on PurePacket-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to PurePacket-provided equipment and wiring or injury to PurePacket's employees or to other persons. The Customer will submit to PurePacket a complete manufacturer's specification sheet for each item of equipment that is not provided by PurePacket and which shall be attached to PurePacket's services and equipment. PurePacket shall approve the use of such item(s) of equipment unless such item is technically incompatible with PurePacket's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by PurePacket at the Customer's expense.

2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of PurePacket used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. PurePacket may decline applications for services to or from a location where the necessary facilities or equipment are not available or where the provision of services would have an adverse effect on the business or economic feasibility of providing service, as determined by PurePacket in its reasonable judgment. PurePacket may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. PurePacket reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. PurePacket does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. PurePacket reserves the right to discontinue service, limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by PurePacket in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of PurePacket's services and equipment, as well as facilities PurePacket may obtain from other carriers to furnish service from time to time as required at the sole discretion of PurePacket.

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### 2.15. Prohibited Uses

- 2.15.1. The services PurePacket offers shall not be used for any unlawful purpose or for any use as to which PurePacket has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. PurePacket may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of PurePacket.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by PurePacket, or otherwise indicate to its customers that its provision of services is jointly with PurePacket, without the consent of PurePacket. The relationship between PurePacket and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

### 2.16. Routine and Non-Routine Installation and Maintenance

- 2.16.1. Routine installation and/or maintenance will be performed by PurePacket at PurePacket's customary charges for such services. Such customary charges may vary depending upon difficulty of installation and other Customer requirements. Should customer report any problems with the Services that require PurePacket to send personnel to Customer's premises and PurePacket determines that such problems are the result of problems with Customer-owned facilities or equipment (rather than the fault of PurePacket), PurePacket may charge for such service calls.
- 2.16.2. At the Customer's request, installation and/or maintenance will be performed by PurePacket at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on PurePacket's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

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**2.17. Obligations of the Customer**

The Customer shall be responsible for:

2.17.1. The payment of all applicable charges as set forth in this tariff.

2.17.2. Damage or loss of PurePacket's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of PurePacket.

2.17.3. Providing as specified from time to time by PurePacket any needed personnel, equipment, space and power to operate PurePacket services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.

2.17.4. Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of PurePacket-provided service or equipment, shall be borne entirely by, or may be charged by PurePacket to, the Customer. PurePacket may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

2.17.5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which PurePacket employees and agents shall be installing or maintaining PurePacket's services and equipment. The Customer may be required to install and maintain PurePacket services and equipment within a hazardous area if, in PurePacket's opinion, injury to PurePacket employees or property might result from installation or maintenance by PurePacket.

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2.17. Obligations of the Customer (cont'd)

- 2.17.6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of PurePacket services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for PurePacket agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of PurePacket;
- 2.17.7. Making PurePacket services and equipment available periodically for maintenance purposes at a time agreeable to both PurePacket and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- 2.17.8. Keeping PurePacket's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of PurePacket's services or to the locations of such services and equipment.
- 2.17.9. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.10. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to PurePacket services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on PurePacket provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to PurePacket-provided equipment and wiring or injury to PurePacket's employees or other persons.

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**2.18. Liability of PurePacket**

2.18.1. Because the Customer has exclusive control of its communications over the services furnished by PurePacket, and because Interruptions and errors incident to these services are unavoidable, the services, functions, and products PurePacket furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular, services, functions, and products furnished under this tariff. These limitations shall not limit any right PurePacket may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

2.18.2. The liability of PurePacket for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of PurePacket. PurePacket will not be liable for and, indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of PurePacket's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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2.18. Liability of PurePacket (cont'd)

- 2.18.3. PurePacket shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over PurePacket, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.18.4. PurePacket shall not be liable for any act or omission by any entity furnishing, to PurePacket or to the Customers' services or equipment used for or with the services PurePacket offers.
- 2.18.5. PurePacket shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.6. PurePacket shall not be liable for the claims of vendors supplying equipment to Customers of PurePacket which may be installed at premises of PurePacket, nor shall PurePacket be liable for the performance of said vendor or vendor's equipment.
- 2.18.7. PurePacket does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds PurePacket harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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2.18. Liability of PurePacket (cont'd)

- 2.18.8. PurePacket is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of PurePacket.
- 2.18.9. PurePacket shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.18.10. PurePacket shall not be liable for any damages whatsoever to persons or property resulting, from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by PurePacket's willful misconduct or negligence.
- 2.18.11. PurePacket shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which PurePacket does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.18.12. PurePacket shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.18.13. PUREPACKET MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**2.18. Liability of PurePacket (cont'd)**

2.18.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold PurePacket harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) PurePacket-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products PurePacket furnished in a manner PurePacket did not contemplate and over which PurePacket exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of PurePacket and upon request by PurePacket, any suit brought or claim asserted against PurePacket for any such infringement, damages, or other claims.

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**2.19. Maintenance and Testing**

- 2.19.1. Upon suitable notice, PurePacket may make such tests, adjustments, and inspections as may be necessary to maintain PurePacket's services and equipment in satisfactory operating condition.
- 2.19.2. Upon suitable notification to the Customer, and at a reasonable time, PurePacket may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to PurePacket-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, PurePacket may take such action as it deems necessary to protect its services, equipment, and personnel. PurePacket will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, PurePacket may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

**2.20. Taxes and Surcharges**

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of all applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges, however designated, imposed on or based on the provision, sale, or use of the services rendered by PurePacket.

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2.21. Directory Listing Service

- 2.21.1. PurePacket will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 2.21.2. PurePacket may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 2.21.3. PurePacket may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. PurePacket will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 2.21.4. In order for listings to appear in a directory, a Customer must furnish the listing to PurePacket in time to meet the directory publishing schedule.

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2.22. 911 Emergency Service ("911 Service")

- 2.22.1. 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 2.22.2. PurePacket undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 2.22.3. Upon PurePacket's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 2.22.4. By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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**SECTION 3 DESCRIPTION OF SERVICES****3.1. Description of Data Services**

- 3.1.1. PurePacket provides digital connections at a variety of speeds between customer-designated premises and PurePacket's network. PurePacket's services may be provided using a variety of digital transmission technologies, using PurePacket's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week. Service may be provided by PurePacket on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User Premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. PurePacket shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by PurePacket. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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**3.2. Description of Rates and Charges for Data Service**

- 3.2.1. PurePacket offers rates on a “month to month” basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.
- 3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation, and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms.

Speed	Type	One-Time Charges	Recurring Monthly Service for Month-to-Month	Recurring Monthly Service for Contract
T1-1.5mbs/1.5mbs	Flat Rate, Unlimited Usage	\$500 Install	\$1,200	\$1,000
Flex T1-1.5/1.5	Base and Usage	\$500 Install	\$800 and Usage	\$750 and Usage
Best Effort – Best to T1	Base and Usage	\$500 Install	\$600 and Usage	\$500 and Usage

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### 3.3. Description of Local Exchange Voice Service

#### 3.3.1. Local Calling Areas

Geographically defined local calling areas are associated with each home exchange in which the Company's services are furnished. The Company provides county-wide local calling to and from telephones within the same county in accordance with O.C.G.A. § 46-2-25.1.

#### 3.3.2. Local Exchange Services

Local exchange service provides the Customer with the ability to originate and receive calls to/from all other stations on the public switched telecommunications network. Monthly Recurring and Nonrecurring Charges will be imposed as specified below. Monthly Recurring Charges will be applied in advance.

Local exchange service is available to single and multi-line business Customers and is furnished subject to the availability of PurePacket's facilities and the facilities of PurePacket's underlying local exchange service providers.

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3.4. Description of Line Rates and Charges for Local Exchange Voice Service

Customers will be charged applicable recurring and nonrecurring charges as specified below.

3.4.1. Local Access Line

Monthly recurring charge, per individual line, for touch-tone service:

Monthly  
\$2.00 (12 line minimum)

3.4.2. Nonrecurring Service Installation Charges

3.4.2.1. Conversion Charge

This charge is applied to existing Local Exchange Carrier lines converted to PurePacket's Service.

Per Line: \$15.00

3.4.2.2. New Line Installation Charge

This charge is applied to initial new line installation on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises – NRC)

Business  
\$25.00

Initial Installation, per line (other charges – NRC)

Business  
No Charge

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### 3.4.3. Optional Line Features

A Customer may order the following optional line features at the Monthly Recurring Charge specified below. Nonrecurring installation charges will be applied to all orders for optional services submitted subsequent to initial local exchange service installation.

#### Optional Features, per month:

	Business
a) Three Way Conference Calling:	\$5.00
b) Call Forwarding Variable:	\$5.00
c) Call Forwarding – Don't Answer:	\$5.00
d) Call Forwarding – Busy:	\$5.00
e) Call Forwarding Remote Access:	\$5.00
f) Speed Dialing:	\$5.00
g) Expanded Speed Dialing:	\$5.00
h) Call Waiting:	\$5.00
i) Call ID:	
Number only:	\$3.00
With Name:	\$5.00

#### Per Activation Features

There are no connection charges associated with the following features:

	Business
a) Call Return	
Monthly:	\$2.00
Per Activation Charge:	\$2.00
b) Call Trace	\$3.00
c) Continuous Redial	
Monthly	\$3.00
Per Activation Charge:	\$2.00

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#### 3.4.4. Directory Listings

- |    |                                |           |
|----|--------------------------------|-----------|
| a) | Non-published Telephone Number | \$1.00    |
| b) | Non-Director Listed Number     | \$1.00    |
| c) | Initial White Pages Listing    | No Charge |
| d) | Additional White Pages Listing | \$2.00    |

#### 3.4.5. Prescribed Interexchange Carrier Charge

Customers may presubscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line	\$2.00
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#### 3.4.6. Timing of Messages

3.4.6.1 Chargeable time begins when connection is established between the calling station and the called station.

3.4.6.2 Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.4.6.3. Chargeable time does not include time lost because of faults or defects in the connection.

### 3.5 Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company – provided access line to other Stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's local calling area but within the State of Georgia.

### 3.6 Description of Rates and Charges for Message Toll Service

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The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

3.6.1. The following rates apply on a per minute basis to all direct dialed calls:

	DAY		EVENING		NIGHT/WEEKEND	
RATE MILEAGE	INITIAL PERIOD	EACH ADD'L MINUTE	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0 - 16	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
17 - +	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000

### 3.6.2 Timing of Messages

3.6.2.1. Chargeable time begins when connection is established between the calling station and the called station.

3.6.2.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.6.2.3. Chargeable time does not include time lost because of faults or defects in the connection.

### 3.7. Directory Assistance

Access to directory assistance may be obtained by dialing 411 for listings within the originating area code and by dialing 800-555-1212 for other listings. Subscriber will be billed \$0.25 for each intraLATA directory assistance call and \$0.25 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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**3.8 Rates for Hearing or Speech Impaired**

For properly certified hearing or speech impaired Customers who communicate via a TDD, PurePacket will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Customers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Customer or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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EXHIBIT E

SMALL AND MINORITY-OWNED BUSINESS PLAN

**PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.**

**SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, PurePacket Communications of the South, Inc. ("PurePacket") submits this small and minority-owned Telecommunications business participation plan (the "Plan") to supplement its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate interexchange and local exchange services in Tennessee.

## **I. PURPOSE.**

The purpose of Section 65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. PurePacket is committed to the goals of Section 65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. PurePacket will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, PurePacket will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to PurePacket of such opportunities. PurePacket will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS.**

As defined in Section 65-5-212:

*Minority-Owned Business.* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations

of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

### **III. ADMINISTRATION.**

PurePacket' Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting PurePacket' full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Mr. Thomas Buttermore  
PurePacket Communications of the South, Inc.  
47 Perimeter Center East, Suite 550  
Atlanta, Georgia 30346  
678-366-4933 (tel)  
770-522-8289 (fax)

The Administrator's responsibilities will include:

- (1) maintaining an updated Plan in full compliance with Section 65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in Section 65-5-212.
- (5) searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

- (6) providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

#### **IV. RECORDS AND COMPLIANCE REPORTS.**

PurePacket will make efforts to use the goods and services of such businesses.

PurePacket will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, PurePacket will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

**PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.**

By: 

Thomas Buttermore  
Chief Executive Officer

Dated: Feb. 20, 2000

EXHIBIT F  
TOLL DIALING PARITY PLAN



## **INTRALATA TOLL DIALING PARITY PLAN**

Applicant respectfully submits for this Commission's approval Applicant's intralata toll dialing parity plan as follows:

### **A. GENERAL INFORMATION:**

The FCC has ordered that toll dialing parity be made available.

### **B. WHAT DOES 1+ INTRALATA MEAN TO THE CUSTOMER:**

IntraLATA Toll Dialing Parity allows the end-user customer the ability to select a carrier of choice for intralata toll calls similar to interLATA equal access. The intraLATA carrier can be an interexchange carrier or the local telephone company. The customer may subscribe to their LEC, their current IXC, or other participating carriers to carry their intralata toll. IntraLATA toll may be referred to as local toll or local long-distance. As a CLEC, we need to be able to accept, process and maintain the same type of carrier/IXC information regarding the customer's selection of an intraLATA carrier as we do for the interLATA carrier.

### **C. PRESUBSCRIBED INTEREXCHANGE CARRIER (PIC) METHODOLOGY**

In the absence of readily available and economically feasible Smart or Multi-PIC technology, 1+ dialing parity on an intraLATA basis shall be implemented on a Full 2-PIC methodology. Under a Full 2-PIC methodology, subscribers would select an IXC for interLATA calls and have the ability to select either their interLATA carrier, LEC or an alternative intraLATA toll provider to carry their intraLATA toll traffic.

### **D. IMPLEMENTATION**

An existing customer's initial request of an intraLATA carrier change will be provided free of charge. A LEC service order charge of \$5.00 for each additional line, shall be applied to any subsequent request to change intraLATA interexchange service providers.

If a customer does not request a specific intraLATA carrier, such customer will be defaulted to the local company.

New subscribers will be asked to select an interLATA and intraLATA toll carrier at the time they place an order with the LEC. The LEC will process the customer's order for both intra and interLATA service. The selected carriers will confirm their respective customers' verbal selections by third-party verification or return written confirmation notices. All new subscribers' initial requests for either intra or interLATA interexchange service shall be provided free of charge.

EXHIBIT G

NOTARIZED PREFILED TESTIMONY

1   **Q:    Please state your name and position.**

2   A:    My name is Thomas Buttermore and I am President and Chief Executive Officer  
3       of PurePacket Communications of the South, Inc. (“Applicant”), applicant in this  
4       application.

5   **Q:    What is your background and experience?**

6   A:    I am currently the Chief Executive Officer and President of the Applicant. I am  
7       responsible for the overall direction and management of the Applicant. Prior to  
8       founding PurePacket Communications, Inc., I was the Executive Director of High  
9       Speed Data for MediaOne in Atlanta, Georgia from May, 1997 until November,  
10      1999. At MediaOne, I was responsible the commercial services strategy and  
11      tactics, as well as the marketing, sales, operations, engineering, support and local  
12      content strategy and operations for the MediaOne Express residential and small  
13      business highspeed cable modem products and circuit switched IP and Frame  
14      Relay data networking products. Prior to joining MediaOne, I was a Director at  
15      BellSouth Interactive Media Services and BellSouth.net responsible for  
16      application and product development of various BellSouth products, including  
17      web hosting and cable modem services. Prior to joining BellSouth, I served in  
18      leadership roles in various technology companies. I received a Masters of  
19      Business Administration from Georgia State University in 1998.

20   **Q:    What is the purpose of your testimony?**

21   A:    The purpose of my testimony is to (i) describe the services that Applicant is  
22      seeking authority from the TRA to offer in the State of Tennessee ; (ii) describe

Applicant's technical, managerial and financial abilities to provide such services and (iii) affirm that all information submitted to the TRA is true and correct.

**Q: Please describe the services that Applicant intends to offer in Tennessee.**

A: Applicant proposes to offer facilities-based and resold high-speed telecommunications services to its customers throughout the State of Tennessee. Applicant intends to provide digital connections at a variety of speeds between customer-designated premises and the Applicant's network. The Applicant's services may be provided using a variety of digital transmission technologies, using the Applicant's own services and equipment and/or the facilities of others. Service shall be provided on a 24 hour per day, 7 day per week basis. Applicant intends to purchase unbundled network elements, including copper loops, and to collocate equipment in the incumbent local exchange carrier's central offices, another carrier's central offices or its own locations. Currently, Applicant does not own, operate or control, directly or indirectly, transmission facilities with the technological capability to provide telecommunications services within the State of Tennessee. Applicant will construct its own facilities to provide facilities-based telecommunications services. To the extent Applicant provides basic local exchange telephone services, Applicant will offer all services required under Chapter 1220-4-8-.04(3)(b) and (c).

**Q: Please describe Applicant's technical ability to provide this service.**

A: Applicant is guided by an experienced and highly able management team that includes individuals who have distinguished themselves over the past two decades in executive positions within the telecommunications industry. The senior

1 management team possesses extensive business, technical, operational and  
2 regulatory telecommunications experience. Attached hereto at Exhibit "A" are  
3 descriptions of the managerial and technical qualifications of the key officers of  
4 Applicant.

5 **Q: Please describe Applicant's managerial ability to provide this service.**

6 A: Applicant is guided by an experienced and highly able management team that  
7 includes individuals who have distinguished themselves in executive positions  
8 within the telecommunications industry. The senior management team possesses  
9 extensive business, technical, operational and regulatory telecommunications  
10 experience. Attached hereto at Exhibit "A" are descriptions of the managerial and  
11 technical qualifications of the key officers of Applicant.

12 **Q: Please described Applicant's financial ability to provide this service.**

13 A: Applicant possesses the financial resources necessary to provide reliable  
14 telecommunications services. Attached to Applicant's application at Exhibit "B"  
15 is Applicant's Statement of Assets, Liabilities and Equity, dated December 8,  
16 1999. Also attached to Applicant's application at Exhibit "B" is a letter from  
17 Parent, signed by an officer, verifying Parent's commitment to provide the  
18 financial resources to support Applicant's Tennessee operations. Applicant's  
19 financial resources are sufficient to allow Applicant to succeed in a rapidly  
20 changing telecommunications market and to meet consumer demands for  
21 innovative telecommunications services.

22 **Q: Does Applicant intend to comply fully with the rules and regulations of the**  
23 **Tennessee Regulatory Authority and the laws of the State of Tennessee?**

1 A: Yes.

2 Q: **Does this conclude your testimony?**

3 A: Yes.

# VERIFICATION

State of GEORGIA:

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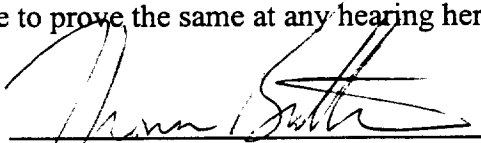
County of FULTON:

THOMAS BUTTERMORE, Affiant, being duly sworn according to law, deposes and says that:

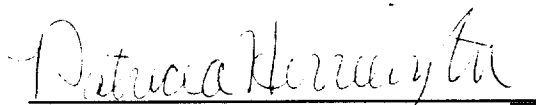
He is the President and Chief Executive Officer of PUREPACKET COMMUNICATIONS OF THE SOUTH, INC.;

That he is authorized to and does make this affidavit for said corporation;

That the facts above set forth are true and correct to the best of his knowledge, information, and belief and that he expects said corporation to be able to prove the same at any hearing hereof.

  
THOMAS BUTTERMORE

Sworn and subscribed before me this 21st day of Feb, 2000.

  
Signature of official administering oath

My commission expires

